

STATE OF MAINE

SUPERIOR COURT
KENNEBEC, SS.
Docket No. CV-91-101

DISTRICT COURT
Division of
Location:
Docket No.

FILED & RECD
MAINE
OCT 4 1994
CLERK OF COURTS
KENNEBEC COUNTY

ABSTRACT OF DIVORCE

029281

I, Nancy Desjardin, the duly appointed, qualified and acting Clerk of the Superior Court, Kennebec County/Division, hereby certify that on the 27th day of May, 1993, a decree of divorce became final between Mary Beth Ferris, Plaintiff, of Waterville, Maine, and Robert Ferris, Defendant, of Waterville, Maine, and that the following is a true copy of so much of said decree as it relates to the disposition or transfer of real estate in Kennebec County, Viz:

14. The Court finds that there is marital real estate of the parties as follows:

A. The marital home located at 18 Eaton Street in Waterville, Maine, being the same property described in a deeds recorded in the Kennebec County Registry in Book 1802, Page 99; Book 2750, Page 155; minus the out-conveyance made by the parties in a deed recorded in Book 2842, Page 111.* Said property is awarded to the Plaintiff subject only to the first mortgage debt to Waterville Savings & Loan which she shall assume and on which she shall indemnify the Defendant and hold him harmless. There is a home equity loan on the subject property to Waterville Savings & Loan recorded in Book 3865, Page 126 which the Defendant shall assume and on which he shall hold the Plaintiff harmless. Defendant shall make no further borrowing from such credit line and shall pay off the credit line in a timely manner.

~~18~~ * PART OF 17 EATON STREET

~~18~~ B. A second parcel located at 17 Eaton Street in Waterville, Maine, being the same property described in deeds recorded in the Kennebec County Registry in Book 2534, page 282; Book 3052, Page 316; and ~~Book 2750, Page 115~~. Said property is awarded in its entirety to the Plaintiff. Defendant shall be responsible for the mortgage indebtedness to GHM Agency, Inc. recorded in the Kennebec County Registry of Deeds in Book 3869, Page 122. Defendant shall take prompt steps to pay off said mortgage indebtedness to remove said encumbrance from the real estate and he shall hold the Plaintiff harmless and indemnify her with respect to such mortgage.

1. The following language is added to paragraph 14 (A) of the Divorce Judgment: Defendant shall pay off the credit line in full within four years.

In addition, a new paragraph 19 is added as follows: If Defendant does not pay off the mortgage referred to in paragraph 14 (B) within three months, then Defendant shall owe to Plaintiff an additional \$73,000 in order to equalize division of the marital property. If Defendant does pay off said mortgage within three months, that early pay off is a valuable financial asset to Plaintiff and a substantial pecuniary benefit to her which would more than make up for the

disparity in asset distribution.

I hereby certify that any applicable appeal period has expired without action by either party.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 4th day of October, 1994.

(SEAL)

Nancy A. Desjardin
Title: Clerk, Superior Court
NAME: Nancy A. Desjardin

This certificate to be recorded in the Registry of Deeds for the county above-named.

Return to:

Roger J. Katz, Esq.
Lipman & Katz, P.A.
227 Water Street
Augusta, Maine 04330

SEAL

ATTEST COPY

ATTEST:

Nancy A. Desjardin
Nancy A. Desjardin
Clerk of Courts

RECEIVED KENNEBEC SS.

94 NOV -8 AM 9:00

ATTEST: Harriet Beardsley
REGISTER OF DEEDS

42-29
42-36